

MORTGAGE RECORD 75

real estate or against said bond or note hereby secured or the mortgage securing the same before delinquency, or in case the parties to the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition hereinafter herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage the said second party its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage and the bond or note secured hereby are made under, and are to be construed by the laws of the State of Kansas. The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hand's Feb'y 20th, 1928.

Signed in the Presence of

W.W. White
Lena O. White

State of Kansas I
County of Douglas SS

On this 20th day of February 1928 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said County and State personally came W.W. White and Lena O. White husband & wife to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial Seal, the day and year, ¹⁹²⁸above written.

Ethel F. Hall
Notary Public

LS
My commission expires August 8, 1929

From
Watkins National Bank
To
Julius Marks

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record Feb 20, 1928
At 11:45 A.M.

Geo. E. Wellman
Register of Deeds

(The following is endorsed on the original instrument book 74, Page 223)

For Value received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Julius Marks.

Corp. Seal

Watkins National Bank
C.H. Tucker
Prest.

State of Kansas I
County of Douglas SS

Be it remembered, That on this 18 day of February A.D. 1928 before me the undersigned a Notary Public in and for said County and State came C.H. Tucker, Prest. of the Watkins Nat'l Bank the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

A.F. Flinn
Notary Public.

LS
My commission expires April 10, 1931

From
Peoples State Bank
To
Julius Marks

ASSIGNMENT

State of Kansas Douglas Co. ss
Filed for record Feb 20, 1928
At 11:50 A.M.

Geo. E. Wellman
Register of Deeds

(The following is endorsed on the original instrument, Book 74, page 221)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Julius Marks.

Corp. Seal.

Peoples State Bank, Lawrence, Kansas.

W. Bromelsick
Pt.